

Angel Unit Agreement
EXHIBIT "G"

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**DIVISION OF
OIL AND GAS**

PLAN OF EXPLORATION

Linc Energy (Alaska), Inc. ("Linc") has, as a result of interpreting the data from drilling the LEA #1, a conventional natural gas exploration well, drilled by Linc on ADL #390588 in November 2010 and interpreting the data from four acquired seismic lines, identified a feature within the proposed Angel Unit that includes closure in both the Tyonek and Hemlock (or equivalent) horizons. At the Tyonek depth the structure appears largely as a southwest plunging nose with four-way dip closure at the crest. At the Hemlock (or equivalent) depth, the four-way dip closure appears to expand into a larger, more expansive closure. Linc's interpretation of the seismic data also indicates strong amplitude anomalies as well as apparent velocity-induced depressions of seismic reflectors over the crest of the feature. Both indicators would be expected in the presence of gas charged sands.

Drilled just to the north of the lands now proposed to be included in the Angel Unit, Linc's LEA #1 well tested three (3) sandstone intervals in the Tyonek Formation that had apparent gas shows. While gas was found, the well was not capable of commercial production. Just to the east of the proposed Angel Unit, the Lower Tyonek/Hemlock (or equivalent) horizon in the Big Lake USA #1 well, also exhibited several gas prone intervals.

Linc currently has a 100% Working Interest in five (5) Leases near or on the Pittman Anticline which comprise a total of approximately 14,758 acres. Linc proposes establishing the Angel Unit to include portions of only two of those leases; ADL-390581 and MHT-9300061. While the total gross acreage of those two leases is 9,957.34 acres, Linc proposes to establish the Angel Unit pursuant to 11 ACC 83.356 which requires that a unit must encompass the minimum area required to include all or part of one or more potential hydrocarbon accumulations. Consequently, the proposed acreage to be included in the Angel Unit is only 1,932.32 acres. These two (2) Leases encompass the extent of the seismic amplitude anomaly as interpreted by Linc with currently available data.

Since the seismic amplitude anomaly defines a structure that underlies two Leases, and one of the Leases is within and surrounded by the other Lease, unitization of both Leases is required in order to allow work on both Leases as if they were a single lease and to fully explore the structure and develop an exploration, production & development plan that will maximize production and not result in wasting the hydrocarbon resource. As the sole Working Interest Owner of the two Leases to be included within the Angel Unit, Linc proposes an initial three-year (3-year) Unit Plan consisting of two years of exploration and one year of development activities (Initial Unit Plan) for the Angel Unit. During the term of this Initial Unit Plan, in its capacity as the Angel Unit Operator, Linc plans to (1) prepare a Geophysical Exploration Program that will cover the unitized acreage, and the eastern extension of the structure imaged in the original, old vintage, seismic data, and acquire both 3D and 2D new data (2) drill an exploration well, (3) if drilling data indicates it to be appropriate, test the Tyonek/Hemlock (or

equivalent) interval in the exploration well (location of seismic amplitude anomaly), (4) if warranted by well test data, confirm through extended testing of the exploration well if commercial quantities of gas are present, (5) submit an application for approval of an Initial Participating Area (Initial PA) within the Angel Unit, and (6) commence construction of pipelines and other infrastructure to allow commercial gas production.

Linc, as the Angel Unit Operator, will undertake the following Initial Unit Plan:

Within the first two years of this Initial Unit Plan, the Angel Unit Operator will prepare a Geophysical Exploration Program and conduct a combined 3D and 2D seismic acquisition program, complete processing and evaluation of the data and if evaluation substantiates a prospective drill target the Angel Unit Operator will commence to drill an Exploration Well within the Unit Area.

Year One: 2012-2013

- I. By the first year anniversary of the date that the Angel Unit is approved, the Unit Operator will:
 - A. Prepare a Geophysical Exploration Program that will cover the unitized acreage, and the eastern extension of the structure imaged in the original, old vintage, seismic data. The Geophysical Exploration Program will include both 3D and 2D data acquisition with the 3D coverage being within the boundaries of the proposed Unit Area. The 2D line extensions will surround the core of the 3D coverage and extend to the east, beyond the boundary of the proposed Unit Area. The Geophysical Exploration Program will include a project schedule, line locations, number of shot points and data acquisition and interpretation methodology.
 - B. Contract with a geophysical exploration company qualified to do business in Alaska.
 - C. Obtain all permits necessary for the Geophysical Exploration Program detailed in I.A above, including the necessary bonding.
 - D. Complete the Geophysical Exploration Program, including both 3D and 2D data acquisition, described in item I.A above.
 - E. Commence analysis of the newly acquired seismic data to confirm existence and closure of the structure previously imaged in the original, old vintage, seismic data and determine if the structure is continuous to the east or if it rationalizes into two distinct lobes or structures.
 - F. Submit all data or geophysical information obtained to the Department of Natural Resources, Division of Oil and Gas and the Trust Land Office.
- II. If the Unit Operator fails to complete the first year commitments listed above the Angel Unit will terminate and:

- A. All Leases in the Angel Unit will terminate effective the date of the first year anniversary of when the Angel Unit is approved.
- B. The Unit Operator and the Working Interest Owner(s) will be released from all further obligations in this Initial Unit Plan.

Year Two: 2013-2014

- I. By the second year anniversary of the date that the Angel Unit is approved, the Unit Operator will commence to drill an Exploration Well that meets the following minimum criteria:
 - A. Drill to a bottom hole location within Tract 1 or Tract 2, i.e. ADL-390581, or MHT-9300061.
 - B. Drill a well to the Tyonek/Hemlock (or equivalent) gas sands, stratigraphically equivalent to the three (3) tested sandstone intervals in the Tyonek/Hemlock (or equivalent) section of the LEA #1 well that had apparent gas shows.
 - C. Log the well (GR or SP, Resistivity and Neutron/Density or Porosity: appropriate triple combo log).
 - D. Complete, suspend, or abandon the well.
 - E. If warranted by well test data, the Unit Operator will confirm through extended testing of the Exploration Well if commercial quantities of gas are present.
 - F. If extended testing of the well confirms commercial production is warranted, the Unit Operator will submit an application containing all information necessary to obtain approval from the proper authorities to establish a Participating Area (PA) within the Angel Unit.
- II. If the Unit Operator fails to complete the drilling of the 1st Exploration Well described in Section I above, by the second anniversary of the date that the Angel Unit is approved:
 - A. All Leases in the Angel Unit will terminate effective the second anniversary of the date that the Angel Unit is approved.
 - B. The Unit Operator and the Working Interest Owners will be released from all further obligations in this Initial Unit Plan.

Year Three: 2014-2015

By the third year anniversary of the date that the Angel Unit is approved, if a Participating Area (PA) within the Angel Unit is approved by the proper authorities, the Unit Operator will commence to make arrangements to install the infrastructure necessary for development, including pipelines, as market circumstances allow.

Initial Unit Plan General Provisions:

- I. If the Angel Unit terminates for failure to fulfill any of the commitments in this Initial Unit Plan, the Working Interest Owner(s) will automatically surrender all expired State and Trust Authority acreage within the Unit Area, effective the day the Unit terminates.
- II. After fulfilling all of the obligations in this Initial Unit Plan, any Tract not having a portion of the Lease included in an approved Participating Area shall contract out of the Unit Area, unless there is a well certified capable of producing in paying quantities located on that Tract, and all portions of the Lease remaining in the Unit Area shall be subject to the terms and provisions of the Angel Unit Agreement.
- III. If acreage contracts out of the Angel Unit Area for failure to fulfill any of the commitments in this Initial Unit Plan, the Working Interest Owner(s) shall automatically surrender all expired Lease acreage that contracts out of the Angel Unit, effective the day the Unit contracts. The Commissioner and Executive Director may delay contraction of the Unit Area if warranted.
- IV. The Working Interest Owner(s) waive(s) the extension provision of 11 AAC 83.140 and Article 15.2 of the Angel Unit Agreement, and the notice and hearing provisions of 11 AAC 83.374 applicable to default and/or termination of the Angel Unit.